

accordance with the Articles of Incorporation of the Company to remove such Director from the Board and to nominate and appoint in the place or stead thereof such individual who will use his/her best efforts to carry out the provisions of this agreement.

**SECTION 2.5 Directors' Election and Voting Off.**

The Directors shall be appointed and revoked as follows:

- i. The Shareholders shall nominate the persons who will hold the positions of **President, Secretary, and Treasurer** of the Company during the General Shareholders' Meeting, whether Ordinary or Extraordinary, by means of a simple majority voting system in which each shareholder will have a number of votes proportional to their participation in the capital stock.
- ii. The Shareholders shall be entitled to remove or replace the Director or Directors who they have nominated for the Board of Directors, in accordance with the abovementioned process, and nominate any other person for the position or positions that are left vacant due to the resignation or revocation of the Director or Directors.
- iii. The persons nominated by each Shareholder to be Directors shall be appointed by the Shareholders through an Ordinary General Shareholders' Meeting or Extraordinary Shareholders Meeting called for that purpose, in order to register their appointments at the Costa Rican Public Registry. The Shareholders shall not vote for the replacement or revocation of a Director appointed by a Shareholder without his/her prior consent, unless otherwise indicated in this Agreement.
- iv. If a Shareholder fails to nominate the corresponding Director or Directors, due to lack of representation during the General Shareholders' Meeting where the corresponding Director or Directors will be appointed, the attending Shareholders will appoint the person or persons to hold the available position(s) without the prior nomination.
- v. In the event that a Director fails to perform his or her duties for a period of more than 6 months, the President or the Secretary of the Board shall notify this misconduct to the Shareholders, in order to proceed with the revocation of his or her appointment and the nomination and appointment of another person to hold the vacant position, in accordance with the terms and conditions of this Agreement.

**SECTION 2.6 Compensation of the Management.**

The Shareholders shall decide through a Shareholders Meeting on compensation, if any, for each of the Directors in their function as Directors.

**SECTION 2.7 Directors, Shareholders, and Company's Obligations.**

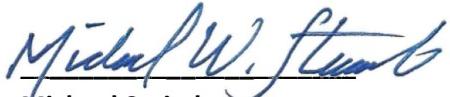
**Exhibit 10**

*Confidential*

9.3 This Agreement may be executed and delivered (including by facsimile or electronic transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.



**Michael Steimle**  
By Azure Holding Group, LLC

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**Jerome McSorley**  
By CostaMerica Capital, LLC,



**Andrew Thompson**  
By Azure Holding Group, LLC

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**Tod Coles**  
By CostaMerica Capital, LLC,